

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF IOWA
WESTERN DIVISION**

INTERBAKE FOODS, L.L.C.,

Plaintiff,

vs.

BODEANS WAFER COMPANY,
L.L.C., BODEANS BAKING
HOLDING COMPANY, L.L.C.,
BODEANS BAKING COMPANY
L.L.C., LARRY TOMASIELLO,

Defendants.

No. C 06-4089-MWB

**MEMORANDUM OPINION AND
ORDER REGARDING JOINT
MOTION FOR PERMANENT
INJUNCTION AND RETENTION OF
JURISDICTION**

This matter comes before the court pursuant to the parties' March 7, 2007, Joint Motion for Permanent Injunction and Retention of Jurisdiction (docket no. 36). The Joint Motion follows a Complaint filed by the Plaintiff on October 24, 2006 (docket no. 3), seeking damages and injunctive relief for (1) breach of contract based on the alleged breach by Larry Tomasiello of a confidentiality agreement; (2) violation of the Iowa Trade Secrets Act, IOWA CODE § 550 *et. seq.* by both defendants; (3) misappropriation of trade secrets by defendants under common law and IOWA CODE § 550.3; (4) Larry Tomasiello's breach of fiduciary duty; (5) BoDean's tortious interference with a contract; (6) defendant's engagement in civil conspiracy; and (7) conversion.

The Plaintiff sought and obtained a preliminary injunction on November 13, 2006, enjoining defendants Larry Tomasiello and Bodeans Baking Company, L.L.C., BoDeans Baking Holding Company, L.L.C., and BoDeans Wafer Company, L.L.C., as follows:

(1) Defendant Larry Tomasiello was enjoined from violating his Confidentiality Agreement with Interbake Foods, L.L.C., and from the use and disclosure of Interbake's trade secrets and confidential information; (2) BoDeans Baking Holding Company, L.L.C., and BoDeans Wafer Company, L.L.C. was enjoined from obtaining information from Larry Tomasiello that would create a breach of his Confidentiality Agreement; (3) Larry Tomasiello was required to return to Interbake all copies, in whatever form, of any confidential and proprietary information of Interbake, including, but not limited to, any information Tomasiello wrote, copied, printed, or downloaded onto CD-ROMs, floppy disks, or any other computer media before he left Interbake, or which he in any way recreated after his departure from Interbake; (4) Larry Tomasiello was required to preserve all information currently stored on his personal computers, personal digital assistant, mobile telephone, including any information stored on backup media for a period of 180 days from the date of this injunction; (5) BoDeans was also required to preserve all information currently stored on its personal computers, personal digital assistant, mobile telephone, including any information stored on backup media, relating in any way to its recruitment and employment of Larry Tomasiello or its ice cream sandwich wafer operations during the pendency of this litigation, with the exception that any such information stored on a mobile telephone need only be preserved for a period of 180 days from the date of this injunction; and (6) This preliminary injunction shall issue upon the giving of security of \$1.00 by applicant Interbake.

The parties have now entered into a settlement agreement for disposition of this case and seek an order of the court to effectuate that settlement.

The Court, having considered the Joint Motion for Permanent Injunction and Retention of Jurisdiction, **ORDERS AND ADJUDGES**, as follows:

1. The court adopts the terms of its November 13, 2006, Order as a Permanent Injunction against all Defendants.

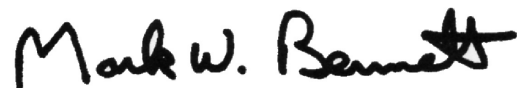
2. The court retains jurisdiction over this matter for one year from the date of issuance for the limited purpose of enforcing compliance with the Permanent Injunction and the Parties' Settlement Agreement.

3. The court stays all other aspects of this litigation while the action remains pending with the court.

4. The parties shall **file a status report** no later than March 20, 2008. At that time, the parties will schedule a status conference to determine how to dispose of this matter.

IT IS SO ORDERED.

DATED this 20th day of March, 2007.

A handwritten signature in black ink that reads "Mark W. Bennett". The signature is fluid and cursive, with a horizontal line drawn underneath it.

MARK W. BENNETT
U. S. DISTRICT COURT JUDGE
NORTHERN DISTRICT OF IOWA